C		Current Program of Insurance		Town Musiciant Land	between monetal Di	at David	Wells Fargo Insuranc	- Cambra HCA I		w	illis of Texas, Inc.	
Coverage			Premium at	I exas Municipal Leag	ue Intergovernmental Ri	Proposed Proposed	Description	Carrier	Proposed	w		
	Carrier Atlantic Specialty	Description	Inception	Description	Carrier	Premium	Description	Carrier	Premium	Description	Carrier	Premium Proposed
General Liability	Insurance Company	\$1,000,000 Per										
		\$1,000,000 Per Occurrence/\$3,000,000 Aggregate, including \$1,000,000 Health & Social Services, \$1,000,000 Sexual Abuse subject to \$0 Deductible										
		Health & Social Services, \$1,000,000 Sexual Abuse subject										
		to \$0 Deductible	\$199,445		Texas Municipal League							
				\$1,000,000 Occurrence \$3,000,000 Aggregate, \$0								
				\$2,000,000 Sudden Accidental		\$35,214						
				Pollution, S0 Deductible		Included						
				\$1,000,000 Occurrence \$3,000,000 Aggregate, \$5,000 Deductible \$2,000,000 Sudden Accidental Pollution, \$5,000 Deductible \$1,000,000 Occurrence		\$32,366						
				\$2,000,000 Sudden Accidental Pollution, \$5,000 Deductible		Included						
				\$1,000,000 Occurrence \$3,000,000 Aggregate, \$10,000								
				\$1,000,000 Occurrence \$3,000,000 Aggregate, \$10,000 Deductible \$2,000,000 Sudden Accidental Pollution, \$10,000 Deductible \$1,000,000 Occurrence		\$28,195						
				Pollution, \$10,000 Deductible \$1,000,000 Occurrence		Included						
				\$3,000,000 Aggregate, \$25,000 Deductible \$2,000,000 Sudden Accidental		\$20,870						
						Included						
				\$1,000,000 Occurrence \$3,000,000 Aggregate, \$50,000								
				Deducible		\$16,835						
				Pollution, \$50,000 Deductible \$1,000,000 Occurrence		Included						
				\$2,000,000 Sudden Accidental Pollution, \$50,000 Deductible \$1,000,000 Occurrence \$3,000,000 Aggregate, \$100,000 Deductible \$2,000,000 Sudden Accidental		\$12,461			1			
				\$2,000,000 Sudden Accidental Pollution, \$100,000 Deductible		Included						
						==:0000		Atlantic Specialty				
		1					\$1,000,000 Per	Insurance Company				
							S1,000,000 Per Occurrence/\$3,000,000 Aggregate, including \$1,000,000 Health & Social Services, \$1,000,000 Sexual Abuse; subject to \$0 Deductible (Terrorism is					
							Services, \$1,000,000 Sexual Abuse;		1			
							subject to \$0 Deductible (Terrorism is \$9,466 additional)		\$174,420		Travelers - Public Entity	
										\$1,000,000 per	Travelers - Public Entity Group	
										\$1,000,000 per occurrence/\$3,000,000, \$0 Deductible		
	1									Deducible \$1,000,000 per occurrence(\$3,000,000,\$2,500 Deducible		\$112,708
										Deductible		\$108,277
										occurrence/\$3,000,000, \$5,000		\$106.062
	Atlantic Specialty	1			l					Deductible	1	\$106,062
Employee Benefits Liability	Atlantic Specialty Insurance Company	\$1,000,000 Fach										
		\$1,000,000 Each Offence/\$2,000,000 aggregate										
		Offence/\$2,000,000 aggregate Employee Benefits liability subject to \$1,000 Deductible.	Included in General Liability									
				\$1,000 Deductible Included in	Texas Municipal League							
				Public Officials Liability \$5,000 Deductible Included in		Included						
				Public Officials Liability \$10,000 Deductible Included in Public Officials Liability		Included						
						Included						
				Public Officials Liability \$50,000 Deductible Included in Public Officials Liability \$100,000 Deductible Included in		Included						
				Public Officials Liability \$100,000 Deductible Included in		Included						
				Public Officials Liability		Included		Atlantic Specialty				
								Insurance Company				
							\$1,000,000 Each Offence/\$2,000,000					
							aggregate Employee Benefits liability subject to \$0 Deductible.		Included in GL			
									III COCCUTITION		Travelers - Public Entity Group	
										\$1,000,000 per claim/\$3,000,000 aggregate, \$1,000 Deductible	Croup	\$475
	Atlantic Specialty	1			I					Capacitans, 41,000 Deductions	ı I	, \$475
Automobile Liability	Insurance Company	\$1,000,000 Per Occurrence				-						
		(including Uninsured Motorist), \$5,000 Medical Payments subject										
		\$5,000 Medical Payments subject to \$0 Deductible	\$54,142		Tayar Municipal I an							
		1		\$1,000,000 Per Occurrence	Texas Municipal League							
				(Includes \$1,000,000 Uninsured Motorist on selected vehicles); \$0 Deductible \$1,000,000 Per Occurrence		\$31,988						
		1		\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured		\$31,988						
				Motorist on selected vehicles).		\$29,429			1			
				\$1,000 Deductible \$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured		\$29,429						
		1		Motorist on selected vehicles),								
						\$25,658			-			
				\$5,000 Deductible \$1,000,000 Per Occurrence								
				(Includes \$1,000,000 Uninsured Motorist on selected vehicles), \$5,000 Deductible \$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles),								
	-			\$5,000 Deductible \$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles), \$10,000 Deductible \$1,000,000 Per Occurrence		\$23,223						
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223						
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured				Atlantic Specialty				
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223		Atlantic Specialty Insurance Company				
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Occurrence (including	Insurance				
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Occurrence (including Uninsured Motorist), \$5,000 Medical Payments subject to \$0 Deductible	Insurance	\$117,717			
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Occurrence (including Uninsured Motorist), \$5,000 Medical Psyments subject to \$0 Deductibe	Insurance	\$117,717		Travelers - Public Errity Group	
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Decurrence finduling Universed Mooring, \$5,000 Medical Payments subject to \$0 Deducible	Insurance	\$117,717	\$1,000,000 Per Occurrence (including Universed Motorist),	Travelers - Public Entity Group	
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Occurrence (including Unincurrent Motoris), \$5,000 Medical Payments subject to \$0 Deducible	Insurance	\$117,717	\$1,000,000 Per Occurrence (including Junior and Mounta), subject to 50 Describerations.	Travelers - Public Entity Group	\$59.581
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Courrence (relading Uhreared Moriett), \$5,000 Medical Payments subject to \$0 Deducable	Insurance	\$117,717	\$1,000,000 Per Documente tracking threases (Motoria), \$5,000 Personal lipsy Pelacidion stripes to \$10 bedonible (recking threase Motorial).	Travelors - Public Entity Group	\$59,581
				\$1,000,000 Per Occurrence (Includes \$1,000,000 Uninsured Motorist on selected vehicles).		\$23,223	\$1,000,000 Per Coccenera (including Universel Mocinity, \$1,000 Medical Payments, subject to \$0.0 Deductible.	Insurance	\$117,717	\$1,000,000 Fer Occurrence (including Universed Mobinis), \$5,000 Fersonal lighty Peterdon (including Universed Mobinis), \$1,000,000 Fer Occurrence (including Universed Mobinis), underset 18,500 Departies	Travelers - Public Ently Group	\$59,581

Coverage		Comment Processor of Incomment		Town Municipal Land	Internal District	let Beet	Wells Form become	- Camileon UCA II		w	illis of Texas, Inc.	
Coverage	Carrier	Current Program of Insurance  Description	Premium at	Description	ue Intergovernmental R	Proposed Premium	Wells Fargo Insurano Description	Carrier	Proposed Premium	Description	Carrier	Premium Proposed
	Atlantic Specialty				1	1						
Automobile Physical Damage	Insurance Company											1
		\$1,000 Deductible Comprehensive and \$1,000 Deductible Collision	Included in Auto Liability									
	-			\$1,000 Deductible Comprehensive	Texas Municipal League							
				& Collision on specified vehicles only: Maximum \$10,000 per								ı
				occurrence		\$52,034						î
				\$2,500 Deductible Comprehensive & Collision on specified vehicles only; Maximum \$10,000 per								ĪII
	-			occurrence		\$50,528		Attactic Specialty				
								Attantic Specialty Insurance Company				ı
							\$1,000 Deductible Comprehensive and \$1,000 Deductible Collision		Included in Auto Liability			
											Travelers - Public Entity Group	
										\$1,000 Deductible Comprehensive and \$1,000 Deductible Collision		\$31,633
										\$2,500 Deductible Comprehensive and \$2.500 Deductible Collision		\$25,871
Workers' Compensation	Texas Mutual Insurance Company											
		Statutory Workers Comp. \$1,000,000 Employers Liability										i
NOTE: NEED EFFECTIVE 9-28-2013		\$1,000,000 Employers Liability based on total estimated payrolls of \$16,776,203	\$271,109		Texas Municipal League							
				Statutory Workers Comp	, exas muncipal League							
				Statutory Workers Comp \$1,000,000 Employers Liability (Based on total estimated payrolls of \$19,125,143), \$0 Deductible (Approximately \$3,106 additional for 9-28 effective date) Statutory Workers Comp \$1,000,000 Employers Liability (Based on total estimated payrolls								i
				of \$19,125,143), \$0 Deductible (Approximately \$3,106 additional								i
				for 9-28 effective date) Statutory Workers Comp		\$377,852						
				of \$10 125 142) \$25 000								i
				Deductible (Approximately \$1,249 additional for 9-28 effective date)		\$152,020						ı
				Statutory Workers Comp \$1,000,000 Employers Liability		\$132,020						
				Statutory Workers Comp \$1,000,000 Employers Liability (Based on total estimated payrolls of \$19,125,143), \$50,000								i
				Deductible (Approximately \$716 additional for 9-28 effective date)		\$87.095						
				Statutory Workers Comp								i
				Statutory Workers Comp \$1,000,000 Employers Liability (Based on total estimated payrolls of \$19,125,143), \$100,000								ĪII
				Deductible (Approximately \$565 additional for 9-28 effective date)		\$68,731						i
								Texas Political Subdivision				
							Statutory Workers Comp. \$500,000 Employers Liability (Approximately \$2,663 additional for 9-28 effective					ĪII
							date Statutory Workers Comp. \$1,000,000		\$323,938			
							Employers Liability (Approximately \$2,689 additional for 9-28 effective					i
	-						date)		\$327,146		Texas Mutual Insurance Company	
										Statutory Workers Comp. \$1,000,000 Employers Liability, \$0	Company	
	-									\$1,000,000 Employers Classiny, 30 Deducable Statutory Workers Comp, \$1,000,000 Employers Liability, \$25,000 Deducable Statutory Workers Comp, \$1,000,000 Employers Liability, \$50,000 Deducable Statutory Workers Comp.		\$311,968
										\$1,000,000 Employers Liability, \$25,000 Deductible		\$276,257
										Statutory Workers Comp, \$1,000,000 Employers Liability,		
	-									\$50,000 Deductible Statutory Workers Comp.		\$242,001
										Statutory Workers Comp. \$1,000,000 Employers Liability, \$100,000 Deductible		\$224,984
Public Officials' Liability	Atlantic Specialty Insurance Company											
	Junta Contain	\$1,000,000 each wrongful act/\$2,000,000 annual aggregate subject to \$5,000 deductible										
		subject to \$5,000 deductible	\$70,460		Texas Municipal League							
				\$1,000,000 per Occurrence \$2,000,000 Aggregate, \$5,000								· ·
				Deductible		\$59,674						
	-			\$1,000,000 per Occurrence \$2,000,000 Aggregate, \$10,000 Deductible \$1,000,000 per Occurrence \$2,000 Aggregate, \$25,000		\$53,893						
				\$2,000,000 Aggregate, \$25,000 Deductible		\$43,844						
				Deductible  \$1,000,000 Aggregate, \$25,000  Deductible  \$2,000,000 Aggregate, \$50,000  Deductible								· ·
				\$1,000,000 per Occurrence \$2,000,000 Acceptate \$100,000		\$34,935						
				Deductible \$2,000,000 per Occurrence		\$25,354						
		<u>                                      </u>		S2,000,000 per Occurrence \$4,000,000 Aggregate, \$5,000 Deductible \$2,000,000 per Occurrence		\$67,190		<u></u>				
				\$2,000,000 per Occurrence								
	-			Deductible \$2,000,000 per Occurrence \$4,000,000 Aggregate, \$25,000		\$61,409						
	-			\$4,000,000 Aggregate, \$25,000 Deductible \$2,000,000 per Occurrence \$4,000,000 Aggregate, \$50,000		\$51,400						
		<u>                                       </u>				\$42,451						
				\$2,000,000 per Occurrence \$4,000,000 Aggregate, \$100,000				-				
	1	<del> </del>		Deductible		\$32,870		Atlantic Specialty				
							\$1,000,000 each wrongful	Insurance Company				
							act\$2,000,000 annual aggregate subject to \$5,000 deductible		\$24,560			ı
											Travelers - Public Entity Group	
				•			•					

Coverage		Current Program of Insurance	Barreline at	Texas Municipal League Intergovernmental Risk Pool			Wells Fargo Insuran	ce Services USA, I	nc.	w	illis of Texas, Inc.	
	Carrier	Description	Premium at Inception	Description	Carrier	Proposed Premium	Description	Carrier	Proposed Premium	Description	Carrier	Premium Proposed
										Description \$1,000,000 each wrongful act/\$2,000,000 aggregate subject		
										to \$10,000 Deductible \$2,000,000 each wrongful		\$43,016
										act/\$2,000,000 aggregate subject to \$10,000 Deductible		\$45,927
	Atlantic Specialty									0 910,000 Dedacabe		943,321
Employment Practices Liability	Insurance Company	P4 000 000										
		\$1,000,000 each wrongful act/\$2,000,000 annual aggregate										
		subject to \$5,000 deductible	Included in POL		Texas Municipal League							
				\$5,000 DeductibleIncluded in Public Officials Liability		Included in POL						
				\$5,000 DeductibleIncluded in Public Officials Liability \$10,000 DeductibleIncluded in Public Officials Liability \$25,000 DeductibleIncluded in Public Officials Liability \$50,000 DeductibleIncluded in Dedic Officials		Included in POL						
				\$25,000 DeductibleIncluded in Public Officials Liability		Included in POL						
				\$50,000 DeductibleIncluded in Public Officials Liability		Included in POL						
				Public Officials Liability \$100,000 DeductibleIncluded in Public Officials Liability		Included in POL						
				T doc Oniona Dabiny		III. III. III. III. III. III. III. III		Atlantic Specialty				
							P4 000 000 and aread 4	Insurance Company				
							\$1,000,000 each wrongful act/\$2,000,000 annual aggregate		\$41,658			
							subject to \$5,000 deductible		\$41,658		Travelers - Public Entity	
										\$1,000,000 each wrongful	Group	
										act/\$2,000,000 aggregate subject to \$15,000 Deductible		\$63,033
										\$2,000,000 each wrongful act/\$2,000,000 aggregate subject		
		I			l .	1		I	l	\$1,000,000 each wrongful act/\$2,000,000 aggregate subject to \$15,000 Deductible \$2,000,000 each wrongful act/\$2,000,000 aggregate subject to \$15,000 Deductible	I	\$66,290
	Travelers Casualty and Surety Company of											
Fiduciary Liability (Not included in RFP)	America or America	\$1,000,000 for all claims subject to										
		\$1,000,000 for all claims subject to \$0 Deductible (3 year policy effective 10-1-2011/2014 billed in										
		effective 10-1-2011/2014 billed in annual installments)	\$2,802									
						Did not propose			Did not propose			
										See current program. Did not		
										propose new coverage but has the existing policy which is a three year policy expiring 10-1-2014,		
					ļ					annual installments.		\$2,802
Umbrella (Not Included in RFP)	Atlantic Specialty Insurance Company				Ì							
Ombrens (Not arcidded in Kr. 1.)	madunoc Company	\$24,000,000 excess of General										
		Liability and Automobile Liability; \$12,000,000 excess of Public										
		Official Liability; \$4,000,000 Excess Sexual Abuse.	\$51,584									
						Did not Propose		Atlantic Specialty				
								Insurance Company				
							\$10,000,000 excess of General Liability and Automobile Liability; \$20,000,000 excess of Public Official Liability; \$4,000,000 Excess Sexual					
							\$20,000,000 excess of Public Official					
							Abuse.		\$45,082		Travelers - Dublic Entity	
										\$10,000,000 except of General	Travelers - Public Entity Group	
										\$10,000,000 excess of General Liability, Employee Benefits Liability, Public Officials Liability, Employment Practices Liability, and Employer's Liability		
										Employment Practices Liability,		
					1					and Employer's Liability	1	\$42,558
	Travelers Casualty and Surety Company of America											
Crime	America											
		\$1,000,000 each for Employee Theft, ERISA Fidelity, Forgery or										
		\$1,000,000 each for Employee Theft, ERISA Ficielly, Forgery or Alberation, Computer Fraud and Funds Transfer Fraud, each subject to \$10,000 Deductible per loss except \$0 per ERISA Fidelity loss. (3 year policy effective 10-1- 2011/2014 billed in annual										
		subject to \$10,000 Deductible per loss except \$0 per FRISA Fidelity										
		loss. (3 year policy effective 10-1-										
		installments)	\$5,251		Texas Municipal League							
Dublic Employee Dichonactic Enithful				\$250,000 \$500,000	russa mancipai cengac	\$1,848 \$2,248						
Public Employee Dishonesty; Faithful Performance - \$5,000 Deductible				\$1,000,000		en nen			ļ			
Money & Securities - \$5,000 Deductible				\$250,000 \$500,000 \$1,000,000		\$535 \$1,071 \$2,141						
money a occurres - \$5,000 Deductible		1		\$1,000,000 \$250,000 \$500,000	1	\$1,071 \$2,141 \$384 \$468 \$597 \$296						
Forgery & Alteration - \$5,000 Deductible				\$500,000 \$1,000,000 \$250,000		\$468 \$597						
Computer Fraud - \$5,000 Deductible				\$1,000,000 \$250,000 \$500,000 \$1,000,000 \$250,000 \$500,000		\$459						
Counterfeit Currency - \$5,000 Deductible				\$500,000 \$1,000,000		Did not Propose						
Public Employee Dishonesty; Faithful				\$250,000 \$500.000		Did not Propose \$1,642 \$2,041						
Performance - \$10,000 Deductible								<del>                                     </del>	-			
Money & Securities - \$10,000 Deductible				\$250,000 \$500,000 \$1,000,000		\$494 \$987 \$1.975						
				\$1,000,000 \$250,000 \$500,000		\$1,975 \$342 \$424						
Forgery & Alteration - \$10,000 Deductible				\$1,000,000		\$553 \$263 \$327						
Comments of the comment				\$250,000 \$500,000		\$327						
Computer Fraud - \$10,000 Deductible				\$1,000,000 \$250,000 \$500,000		\$426						
Counterfeit Currency - \$10,000 Deductible				\$500,000 \$1,000,000		Did not Propose						
									Did not Propose	See current program. Did not propose new coverage but has the existing policy which is a three year policy expiring 10-1-2014, annual installments.		
										propose new coverage but has the existing policy which is a three		
						1				year policy expiring 10-1-2014, annual installments.		\$5,251
	Travelers Property	i			I			i	I		i I	
Boiler & Machinery	Travelers Property Casualty Company of America											
	Part Pulm	\$25,000,000/\$2,500 Deductible	\$ 6.500		Texas Municipal League							
				\$25,000,000 subject to \$1,000	Texas manaparaceage	Included in						

			Texas Municipal League Intergovernmental Risk Pool Proposed									
Coverage		Current Program of Insurance	Premium at	Texas Municipal Leag	ue Intergovernmental R	isk Pool	Wells Fargo Insuran	ce Services USA, In	Proposed	W	llis of Texas, Inc.	i
	Carrier	Description	Inception	Description	Carrier		Description	Carrier	Premium	Description	Carrier	Premium Proposed
				Description   \$25,000,000 subject of \$5,000   Deductible   \$25,000,000 subject to \$10,000		Included in Property						
				\$25,000,000 subject to \$10,000		Included in						
				Deductible		Property						
							\$25,000,000 subject to \$5,000 Deductible except A/C refrigeration equipment \$25 per HP, \$5,000	Hartford Steam Roller Inspection				
							equipment \$25 per HP, \$5,000	Boiler Inspection & Insurance				
							minimum \$25,000,000 subject to \$5,000	Company	\$8,328			
							Deductible	C N A Insurance	\$8,124			
							\$25,000,000 subject to \$10,000	Hartford Steam Boiler Inspection				
							Deductible including A/C refrigeration equipment	& Insurance Company	\$7,211			
							одарныя	Company	\$7,211		Travelers	
										\$25,000,000 subject ot \$2,500 Deductible		\$7.192
										\$25,000,000 rublect of \$5,000		
										Deductible \$25,000,000 subject to \$10,000 Deductible		\$3,807
										Deductible		\$5,693
Inland Marine - Contractor's Equipment, Fine Arts	ACE American Insurance	1				I		I	1			l
& EDP Equipment	Company	\$487,765 Contractors Equipment,										
		subject to \$5,000 Deductible										
		except \$25,000 Flood or Earthquake and 2% Minimum \$100.000 Named Windstorm										
	ACE American Insurance	\$100,000 Named Windstorm	\$10,000					ļ				
	Company											
		\$1,585,016 Electronic Equipment subject to \$5,000 Deductible										
ĺ		subject to \$5,000 Deductible except \$25,000 Flood (excluding Zones A & V) and 2% Minimum						1				
ĺ		Zones A & V) and 2% Minimum \$100,000 Named Windstorm	\$25,000					1				
				Contractor's 8 Minus	Texas Municipal League							
ĺ				Contractor's & Miscellaneous Equipment \$250 Deductible per								1
ļ				Contractor's & Miscellaneous		\$2,563		<b></b>				l
ĺ				Equipment \$1,000 Deductible per				1				
1				schedule provided		\$2,112 Included in Property		<b>—</b>				1
				Fine Arts \$250 Deductible		Property Included in		1				
				Fine Arts \$1,000 Deductible		ncluded in Property						
<u> </u>				Fine Arts \$1,000 Deductible EDP Equipment \$250 Deductible Per Schedule Provided		Property Included in Property		1				
				EDP Equipment \$1,000 Deductible Per Schedule Provided		Included in Property						
								See Property Section				
								Section	Included in			
							See "Property" below		Property		Travelers - Public Entity	
											Group	
										\$620,175 Unscheduled equipment: rented equipment:		
										subject to \$1,000 Deductible EDP - \$1,085,016 Scheduled		\$2,521
										equipment, \$25,000 each for Media, In transit and Extra Expense; subject to \$1,000		
										Media, In transit and Extra		
										Deductible		Included in Property
	Westchester Surplus	1				1		1	1			ı
	Lines Insurance Company											
Proberty	Company	\$10,000,000 Per occurrence										
		primary coverage on buildings and personal property (based on \$53,503,386 total insured values),										
		\$53,503,386 total insured values), \$250,000 Valuable Papers.										
		\$500,000 Valuable Papers; \$500,000 BI/EE, replacement cost										
		\$500,000 Valuable rapters, \$500,000 BIEE, replacement cost subject to \$10,000 Deductible for vandalism and malicious mischief; 2% minimum \$50,000 deductible										
		2% minimum \$50,000 deductible										
		for wind and/or hait; \$5,000 deductible all other covered perils										
ĺ		for wind and/or hall; \$5,000 deductible all other covered perils. Excluding Flood, Earthquake and										1
	Liberty Surplus Insurance	Terrorism	\$250,735			1		1				
	Corporation					1		1				
ĺ		\$15,000,000 property coverage										
	Homeland Insurance	excess of Westchester Fire policy	\$31,473									
	Company of New York											
ĺ		\$28,503,386 property coverage excess of Westchester Fire and										1
		Liberty policies	\$26,228		Towns Montained!	1		1				
				\$91,819,866 Against risk or direct	Texas Municipal League			<b> </b>				
ĺ				Property per schedule, including								
ĺ				physical loss Real and Personal Property per schedule, including fine arts and EDP equipment; \$250,000 Valuable Papers and								
ĺ												1
ĺ				Accounts Receivable; \$3,000,000								1
ĺ				Accounts Receivable; \$3,000,000 BNEE; \$100,000 Personal Property of Employees; \$10,000,000 Terrorism. Agreed				1				
ĺ								1				
ĺ				Replacement Cost subject to \$25,000 Deductible Including				1				
ĺ				\$25,000 Deductible Including windstorm		\$71,655						
				\$91,819,866 Flood and		ţ,u.u						
				Eartnquake subject to \$25,000 Deductible		\$33,309						<u> </u>
				591,819,866 Against risk of direct				1				
		l l						1				l
				Property per schedule, including								
				\$91,819,866 Flood and Earthquake subject to \$25,000 Deductible \$91,819,806 Against risk of or lect physical loss Real and Personal Property per schedule, including fine arts and EDP equipment; \$500,000 Valuable Papers and								
				Records & EDP Media; \$10,000								
				Records & EDP Media; \$10,000 Accounts Receivable; \$3,000,000								
				Records & EDP Media; \$10,000 Accounts Receivable; \$3,000,000								
				Records & EDP Media; \$10,000 Accounts Receivable; \$3,000,000								
				Records & EDP Media; \$10,000 Accounts Receivable; \$3,000,000 BVEE: \$100,000 Personal Property of Employees; \$10,000,000 Terrorism: Agreed Amounthio co-insurance; Replacement Cost subject to \$25,000 Deductible Including								
				Records & EDP Media; \$10,000 Accounts Receivable; \$3,000,000 BVEE: \$100,000 Personal Property of Employees; \$10,000,000 Terrorism: Agreed Amounthio co-insurance; Replacement Cost subject to \$25,000 Deductible Including		\$71,844						
				Records & EDP Modia; \$10,000 Accounts Receivable; \$3,000,000 BWEE; \$100,000 Personal Property of Employees; \$10,000,000 Terrorism. Agreed Amountho co-insurance; Replacement Cost subject to		<u> </u>						

Coverage	Current Program of Insurance		Texas Municipal Lead	ue Intergovernmental Ri	sk Pool	Wells Fargo Insurance Services USA, Inc.			Willis of Texas, Inc.			
SOTION	Carrier	Description	Premium at Inception	Description	Carrier	Proposed Premium	Description	Carrier	Proposed Premium	Description	Carrier	Premium Proposed
		and Million	essectivos.	\$91.819.86F. ajaint nis ki of direct physical loss Real and Personal Properly per schedule, including Properly per schedule, including Annual Properly per schedule, including Annual Properly per schedule, including Annual Properly St. 100.000 Valuable Papers and Records & EDP Media; \$10.000 Annual Properly of Employees; \$10.000.000 Terrorism. Agreed Amunutho co-insurance; Replacement Cost subject to \$25,000 Deductible including	Am. 1701.	- And Edition		20.1183	a sandani	Page (1900)		, moont
				\$91,819,866 Flood and Earthquake subject to \$25,000		\$73,839 \$34,324						
				Carticles Systems (1997) and the Carticles Systems (1997) and the Carticles (1997) and the Carti		\$34,324 \$ 67,502.00						
				Earthquake subject to \$50,000								
				Sati a 19,000 regarded recording to the Condition of State and Personal Property for activable, including State and		\$ 31,084.00 \$67,679						
				\$91,819,866 Flood and Earthquake subject to \$50,000 Deductible		\$31.084						
				S91.819.868 Against itsk of drect physical loss Real and Personal Property per schedule, including fine rate and EDP equipment; \$1,000,000 Valuable Papers and Records & EDP Media; \$10,000 Accourts Receivable; \$3,000,000 Accourts Receivable; \$3,000,000 JBEE; \$10,000 Personal Property of Employees; \$10,000,000 Terrorism. Agreed Amounth oco-incrusance; Replacement Cost subject to \$30,000 Deductibles substance \$11,819.869 Flood and \$11,819.869 Flood and		\$69,559						
				Earthquake subject to \$50,000 Deductible		\$31,084						
							\$10,000,000 per occurrence against risk of direct physical loss Real and Personal Property per schedule, including \$10,000,000 equirent personal property per schedule, including \$10,000,000 equirent personal pe	Amrisc	\$494,800.99			
							\$10,000,000 per occurrence against risk of direct physical loss Real and Personal Pipoperip per chedule, Personal Pipoperip		\$479,064.49			
							\$10,000,000 per occurrence against risk of direct physical loss Real and Personal Property per schedule, Personal Property		\$515.342.49			

Coverage	c	urrent Program of Insurance		Texas Municipal Leag	ue Intergovernmental R	isk Pool	Wells Fargo Insuranc	e Services USA, I	nc.	W	llis of Texas, Inc.	
	Carrier	Description	Premium at Inception	Description	Carrier	Proposed Premium	Description	Carrier	Proposed Premium	Description	Carrier	Premium Proposed
							\$10,000,000 per occurrence against risk of direct physical loss Real and Personal Proporty per schedule, including \$10,000,000 equiment breakdown, \$10,000,000 equiment breakdown, \$10,000,000 extribusake, \$5,000,000 fixed except \$2,500,000 zones A & V,\$250,000 fine arts, \$1,000,000 valuable papers, \$250,000 property of others, subject to \$50,000 beducible exoper. NFP maximum					
							Deductible except: NFIP maximum coverage amount (purchased or not) flood zones A & V, \$100,000 all other flood; \$250,000 earthquake; 1% Named Storm windhall minimum \$100,000, and \$100,000 all other windhall. Reduce earthquake deductible to		\$499,875.99			
							Reduce earthquake deductible to \$100,000 Add \$2,500,000 BIVEE with 40/80/100		\$15,736.50			
							percentage limitation Add \$2,500,000 BI/EE with no		\$2,622.75			
							percentage limitation Add \$5,000,000 BHEE with 40/80/100		\$5.726.50 \$15,736.50			
							percentage limitation Add \$2,500,000 Extra Expense only with no limitation Add \$5,000,000 Extra Expense only		\$10,491.00			
							Add \$5,000,000 Extra Expense only with no limitation Add TRIA (Includes all layers)		\$26,718.50			
								Arch, Aspen and Colony	\$29,440.24			
							\$15,000,000 excess of Amrisc \$10,000,000\$5,000,000 each on a	Colony	Included in above			
							guota share basis \$25,000,000 excess of \$25,000,000 -	RSUI and Everest	pricing			
							\$12,500,000 excess of \$25,000,000 - \$12,500,000 each on a quota share basis	Swiss Re	Included in above pricing			
							\$10,000,000 per occurrence against	SWISS Re				
							risk of direct physical loss Real and Personal Property per schedule, including \$10,000,000 earthquake, \$5,000,000 flood except \$2,500,000 zones A & V. \$500,000 EDP equipment \$250,000 fine arts, \$100,000 valuable papers, \$250,000 properly of others, subject to \$25,000 Deducible except. YFIP maximum					
							flood zones A & V, \$100,000 all other flood; \$250,000 earthquake; 2% Named Storm windhall minimum \$100,000 including non-named storm flood, and \$100,000 all other windhall.		\$454,248			
							Add TRIA (Includes all layers)	Arch, Aspen and Colony	\$22.883.36			
							\$15,000,000 excess of Amrisc \$10,000,000-\$5,000,000 each on a		Included in above			
							quota share basis \$25,000,000 excess of \$25,000,000 -	RSUI and Everest	pricing			
							\$12,500,000 each on a quota share basis		Included in above pricing		Travelers - Public Entity Group	
										\$50,365,586 Building and Building and Building Shannon Property's \$5,000,000 BHE Except \$5,000,000 BHE Except \$5,000,000 BHE Except \$50,000,000 BHE From dependent property, \$1,085,016 EDP', \$200,000 personal effects, \$10,000,000 Control affects, \$10,000 Control affects, \$10,000 Control affects, \$10,000 Control and \$12,000 Control affects, \$10,000 EDP equipment and \$12,000 EDP equipment and	Group	\$132,944
										for scheduled outdoor property (parks, etc) subject to \$5,000 deductible except \$25,000 V & MM_2% pamed storm \$50,000		\$122,667
										minimum \$50,355,500 Balding and Business Personal Property \$50,355,500 Balding and Business Personal Property \$3,000,000 Bile E encept \$3,000,000 Bile E encept \$3,000,000 Bile E encept \$50,000 personal effects: \$250,000 valuable papers; \$30,000,000 thood on certain locations only intelled crime; \$30,000,000 flood on certain locations only intelled crime; \$30,000 personal property and the control of the certain locations only intelled crime; \$30,000 for sandrupake; \$30,000 for sandrupake and flood, 2% with and/or hall \$50,000 minimum and 72 hours Bile E: \$1,000 De equipment and		
										\$44,606,012 Inland Marine form for scheduled outdoor property (parks, etc) subject to \$25,000		\$124,068 \$114,370
										deductible except 2% named storm 500.000 minimum subministration of the control o		\$112,527
										for scheduled outdoor property (parks, etc) subject to \$50,000		
					l	I		l	I	deductible		\$95,635

	Current Program of Insurance			Texas Municipal League Intergovernmental Risk Pool Proposed						Willis of Texas, Inc.		
Coverage			Premium at	Texas Municipal Leag	ue Intergovernmental R	Proposed Proposed	Wells Fargo Insuran		Proposed			
	Carrier Westchester Surplus	Description	Inception	Description	Carrier	Premium	Description	Carrier	Premium	Description	Carrier	Premium Proposed
Windstorm	Lines Insurance Company	\$10,000,000 Primary property	Included in Property									
	Liberty Surplus Insurance		Included in									
	Corporation	\$15,000,000 property coverage excess of Westchester Fire policy \$28,503,386 property coverage excess of Westchester Fire and	Property									
	Homeland Insurance Company of New York	excess of Westchester Fire and Liberty policies	Included in Property									
	Company or New York	Liberty pototes	Property		Texas Municipal League							
				\$91,819,866		Included in Property						
								See Property Section				
							\$50,000,000 Per Occurrence Wind & Hail		Included in above Property options			
											Travelers - Public Entity Group	
										\$50,353,590 Buildings & Contents;	5.00	Included in Property
					J					\$44.606.012 Outdoor Property		Octions
	American Alternative Insurance Corporation				1	1			1			l
Fire Department - Property	Insurance Corporation	Blanket buildings and personal										
		property per underlying schedule, replacement cost, subject to \$2,500 Deductible except \$1,000 for flood and various percentage for earthquake. Includes certain										
		\$2,500 Deductible except \$1,000 for flood and various percentage										
		for earthquake. Includes certain										
		scheduled portable equipment for replacement cost, subject to \$250 Deductible. Coverage form not										
		Deductible. Coverage form not available.	\$77,682									
				See "Property" above		Included in Property			1			
							See "Property" above		Included in Property			
					l	<del>                                     </del>	Geo Property above		riopetty	See "Property" above		Included in Property
	American Alternative	1				1		1	1			1
Fire Department - Liability	Insurance Corporation	\$1,000,000 per										
		occurrence/\$3,000,000 aggregate	\$17,169			Included in		-	-			
				See "General Liability" above		General Liability						
							See "General Liability" above		Included in General Liability			
										See "General Liability" above		Included in General Liability
	American Alternative				İ	i			i			l
Fire Department - Automobile Liability	Insurance Corporation	\$1,000,000 per occurrence										
		liability \$1,000,000 unincured										
		motorist, \$2,500 personal injury protection; incidental garage liability; \$50,000 incidental										
		liability; \$50,000 incidental garagekeepers liability	\$12,783									
						Included in Automobile						
				See "Automobile Liability" above		Liability			Included in			
									Automobile Liability			
							See "Automobile Liability" above		Liability			Included in Automobile
					l.					See "Automobile Liability" above		Liability
Fire Department - Automobile Physical Damage	American Alternative Insurance Corporation											
The Department - Publication 1 Hydron Danisge	madance corporation	\$1,000 deductible comprehensive and \$1,000 deductible collision on										
		and \$1,000 deductible collision on certain scheduled vehicles; includes hired auto physical										
		includes hired auto physical damage-\$50 deductible comprehensive and \$100										
		comprehensive and \$100 deductible collision	\$13,659									
				See "Automobile Physical		Included in Automobile						
				Damage' above		Physical Damage						
							See "Automobile Physical Damage"		Included in Automobile			
							above		Physical Damage	See "Automobile Physical Damage" above		Included in Automobile Physical Damage
					l.					Damage* above		Physical Damage
Fire Department - Umbrella	American Alternative Insurance Corporation											
		\$10,000,000 per										
		\$10,000,000 per occurrence/\$20,000,000 aggregate excess of underlying Automobile Liability, General										
		Automobile Liability, General						1				
		Liability and Management Liability	\$18,003			Did not Propose						
									Did not Propose separate			
									umbrella; fire department included above			
						-			included above			Did not Propose
								1				separate umbrella; fire department included
					l			l	L			department included above
	American Alternative	1				1		1	1			1
Fire Decartment - Management Liability	Insurance Corporation	\$1,000,000 Each wrongful act/\$3,000,000 aggregate, subject				-		-				
		act/\$3,000,000 aggregate, subject to \$0 deductible	\$12,284					1				
			9.004			Included in Public						
				See "Public Official Liability" above		Official Liability						
								1	Included in Public			
						1	See "Public Official Liability" above		Official Liability			Included in Public Official Liability
					1	1		1	I	See "Public Official Liability" above		Official Liability
Standing Timber	Not currently insured					Did not Propose						
						Did Not Propose			Did not Propose			B
					1			1	Ť.		ì	Did not propose
		•										
	<del> </del>	Total	\$1,146,309			\$432,953			1			\$5,251



Phone: 972-907-9095 Fax: 972-907-9198

E-mail: rwlgroup@rwlgroup.com Internet: www.rwlgroup.com

September 18, 2013

Ms. Monique Sharp
Assistant General Manager
Finance and Administration
The Woodlands Township
2801 Technology Forest Boulevard
The Woodlands Township, Texas 77381

Re: Property and Casualty Insurance RFP No. 2013-110

Dear Monique:

I have completed my review of the best and final offers, as well as the best and final proposal comparison spreadsheet, which was previously emailed to you. Based strictly on coverages offered and pricing, my recommendations are as follows:

<u>General Liability</u> – Texas Municipal League – The limits recommended are \$1,000,000 per occurrence subject to a \$3,000,000 annual aggregate with no deductible at a premium of \$35,214. I reviewed the current loss runs and do not feel a deductible is in the best interests of The Township at this time. In addition, I do not feel the premium credit for any of the deductibles offered warrants the assumption of risk.

<u>Public Officials' Liability</u> – Texas Municipal League – The limits recommended are \$1,000,000 per occurrence subject to a \$2,000,000 annual aggregate with a \$10,000 deductible at a premium of \$53,893. Currently the Township has a \$5,000 deductible. However, The Township has had no losses in this area, and the premium credits are sufficient to warrant an increase in the deductible. This coverage also includes **Employee Benefits Liability** and **Employment Practices Liability**.

<u>Automobile Liability</u> – Texas Municipal League – The limits recommended are \$1,000,000 per occurrence with no deductible at a premium of \$31,988. I reviewed the current loss runs and do not feel a deductible is in the best interests of The Township at this time. In addition, I do not feel the premium credit for any of the deductibles offered warrants the assumption of risk.

<u>Automobile Physical Damage</u> – Texas Municipal League – The deductible recommended for comprehensive and collision is \$1,000 at a premium of \$52,034. I have reviewed the current loss runs and do not feel a higher deductible is in the best interests of The Township at this time. In addition, I do not feel the premium credit for the \$2,500 deductible offered warrants the assumption of the additional risk.

Ms. Monique Sharp The Woodlands Township September 18, 2013 Page Two

<u>Workers Compensation</u> – The Texas Municipal League – It is recommended that The Township assume a \$25,000 deductible at a premium of \$152,020. The Township currently has a guaranteed cost program with no deductible. I have reviewed the current loss runs and feel that additional savings can be realized by taking on a \$25,000 deductible. However, if The Township does not wish to assume a deductible, my recommendation would be to keep the coverage with Texas Mutual Insurance Company through Willis at a premium of \$311,968.

<u>Crime</u> – Willis of Texas, Inc. – The Township currently has a crime policy in place written through Travelers Casualty and Surety Company of America with a \$1,000,000 limit each coverage subject to a \$10,000 deductible. This is a three year policy billed in annual installments of \$5,251. It is recommended that this policy be kept in place during the coming year, and when it expires October 1, 2014, consideration be given to moving the coverage. However, in the event that Willis chooses not to continue the coverage, it is recommended that the coverage be placed with Texas Municipal League at the \$1,000,000 limit for each coverage quoted subject to a \$10,000 deductible at a total premium of \$5,613.

<u>Inland Marine/Contractor's Equipment</u> – Texas Municipal League – It is recommended that The Township elect the \$250 deductible for this coverage at a premium of \$2,563 since the premium credit offered for the \$1,000 deductible does not warrant the additional risk. Although the premium for this coverage has been broken out, the coverage is part of the property policy.

Property, Including Boiler & Machinery — Texas Municipal League — Coverages is offered on the \$91,819,866 building and contents, including electronic data processing equipment and fine arts, based on replacement cost. Perils insured will be direct physical loss, including windstorm. It is recommended that The Township accept the \$25,000 deductible offer that includes \$500,000 valuable papers coverage, at a premium of \$71,844. It is also recommended that flood and earthquake be accepted subject to the \$25,000 deductible at a premium of \$33,397. A \$50,000 deductible on all covered perils was also offered, but the premium credit did not warrant the additional assumption of risk by The Township.

As you know, as a political subdivision, The Township enjoys certain immunities and tort limits for its liability. However, if a loss falls under Federal jurisdiction, those immunities and tort limits likely will not apply. In the past, The Township has carried umbrella liability coverage. Although Texas Municipal League does not offer umbrella liability, it does offer increased limits—up to \$10,000,000 for General Liability and Public Official Liability, and up to \$5,000,000 for automobile liability. If The Township wanted to take advantage of the maximum limits available for these coverages, the additional premium would be \$53,261.

Ms. Monique Sharp The Woodlands Township September 18, 2013 Page Three

It is my understanding that in the past, due to the transition agreement, The Township's fire department had its own separate insurance program. It should be noted that it is no longer necessary to maintain separate insurance programs, and the fire department's exposures for all coverages addressed by the RFP are included in the recommended program.

Quotes for Standing Timber coverage were requested as part of the RFP. However, none of the responding agents was able to obtain a quote in time to be submitted by the deadline for the RFP. If The Township is interested in continuing to pursue this coverage, it can be considered on a standalone basis after the conclusion of the RFP process.

Fiduciary Liability was not part of the RFP. However, The Township currently carries a Fiduciary Liability policy written through Travelers Casualty and Surety Company of America with a \$1,000,000 limit subject to no deductible. This policy is a three year policy effective October 1, 201 to October 1, 2014 billed in annual installments of \$2,802, and is handled by Willis of Texas, Inc. Although as a political subdivision The Township is not subject to ERISA and exposure in the area is minimal, it is my understanding that The Township plan documents require The Township to carry this coverage. Consequently, I recommend that The Township continue this coverage through Willis as presently written.

In the past, Texas Mutual Insurance Company has returned substantial dividends to The Township on the workers compensation coverage. However, with Texas Municipal League, The Township will be eligible for return of equity on the liability coverages as well as the workers compensation after one full year of coverage. Although neither dividends nor return of equity can be guaranteed, both Texas Mutual and Texas Municipal League have consistently sent returns to their members over the past several years.

This has been a successful RFP process, and The Township is in a position to save a substantial amount of money when compared to the expiring program. It has been a pleasure being involved in this process on behalf of The Township.

Please let me know if you have any questions regarding these recommendations.

Sincerely yours,

Carolyn A. Miller, CPCU Senior Consultant

Parolyn G. Miller

# Recent Legislative Changes to the Texas Open Meetings Act

September 19, 2013 Schwartz, Page & Harding, LLP

# 83<sup>rd</sup> Texas Legislative Session

#### **Passed Legislation**

- House Bill 2414 (by Button et al.)
- Senate Bill 293 (by Williams)
- Senate Bill 471 (by Ellis)
- Senate Bill 984 (by Ellis)
- Senate Bill 1297 (by Watson) (partial companion to HB 2414)

#### Failed to Pass

- House Bill 3708
- House Bill 2934

### House Bill 2414

#### **Applicability**

• Applies to all Governmental Bodies (as defined by TOMA), including The Woodlands Township.

#### **Purpose**

Revises prior TOMA requirements relative to holding meetings via videoconference call, adds definition of
"videoconference call", and provides for written electronic communications among board members via
publically viewable online message board outside of open meetings.

#### Meeting Participation via Videoconference

- "Videoconference Call" defined as "communication between two or more persons through duplex audio and video signals transmitted over a telephone network, data network or the internet."
- Allows remote attendance and participation in meeting of the governmental body by a board member or employee by means of videoconference call. Deletes prior restrictions relative to state governmental bodies and governmental bodies extending into 3 or more counties.
- Requires audio and video feed of remote participant to be broadcast live at the meeting.
- Requires at least one publically available physical space that is equipped with videoconference equipment that allows a member of the public to provide testimony or participate in the meeting.
- Requires the presiding board member to be present at said public physical location.
- Requires the public physical location have two-way audio and video communication with each member
  participating by videoconference call during the entire meeting. All participants, while speaking, must be visible
  and audible to the other participants and public in attendance.
- Video and audio quality must be of a minimum specified quality.

# House Bill 2414 (Continued)

#### Written Electronic Communications via Online Message Board

- Stipulates that a communication or exchange of information between board members does not constitute a meeting or deliberation under TOMA if:
  - The communication is in writing;
  - The writing is posted to an online message board or similar internet application that is viewable and searchable by the public; and
  - The communication is displayed in real time and remains posted for no less than 30 days.
- Governmental body can only have one online message board, which must be owned or controlled by the governmental body, prominently displayed on the governmental body's website, and no more than one click away from the governmental body's homepage.
- Online message board can only be used by board members and authorized staff.
- The board members may not vote or take any action via the online message board.

- Effective Date: June 14, 2013
- Statutory reference: Texas Government Code, §§ 551.001(7), 551.006, 551.127
- See also Senate Bill 1297, effective September 1, 2013, which contains identical provisions relative to written electronic communications.

## Senate Bill 984

#### **Applicability**

• As drafted and passed, only applies to state governmental bodies or governmental bodies that extend into 3 or more counties; *however*, amendments to TGC §551.127 by HB 2414 makes 551.127(c) applicable to all governmental bodies, including The Woodlands Township. Per the Code Construction Act, HB 2414, which was passed later in time, controls in the event of conflicts between SB 984 and HB 2414.

#### Content

 In addition to some duplicative revisions in HB 2414, requires a meeting be recessed during technical problems, and adjournment if such problems cannot be fixed within 6 hours.

- Effective Date: September 1, 2013
- Statutory reference: Texas Government Code, §551.127

## Senate Bill 471

#### Content

- Amends TOMA to add a broad definition of "recording" and substitutes "recording" for prior TOMA references to "tape" or "tape-recording".
- "Recording" is defined as "a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed."

- Effective Date: May 18, 2013
- Statutory reference: Government Code, §§551.001(7), 551.021 551.023, 551.0725 551.0725, 551.103 551.104, 551.121 551.122, 551.125, 551.130, 551.145 551.146.

## Senate Bill 293

#### **Applicability**

- Only applies to certain districts created under Section 52, Article III, or Section 59, Article XVI,
   Texas Constitution.
- Only applies to districts located in 3 or more counties.
- Does not apply to The Woodlands Township.

#### **Content**

- Permits board meetings by telephone or video conference call if the meeting is a special meeting, immediate action is required, and convening a quorum is difficult or impossible.
- Subject to TOMA notice requirements.
- Telephonic meetings: requires two-way communication, identification of each party prior to speaking, audible broadcasting at meeting location, and tape-recording of meeting.
- Video meetings: requires two-way audio and video of each participant, audio and video broadcasting at meeting location, and audio and video recording.

- Effective Date: May 10, 2013
- Statutory reference: Texas Government Code, §551.131

# House Bill 3708 (Did not pass)

#### **Applicability**

- Would have only applied to districts subject to Chapter 49, Texas Water Code.
- Per Township enabling legislation, would have applied to The Woodlands Township

#### Content

 Sought to make TOMA applicable to committee meetings and meetings of representatives of multiple governing boards, but where less than a quorum of the board(s) was present.

# House Bill 2934 (Did not pass)

### **Applicability**

 Would have applied to all entities subject to TOMA, including The Woodlands Township.

#### **Content**

- Sought to make transmission of an electronic communication (text, email, internet posting, IM) by a member of a governmental body during an open meeting a violation of TOMA.
  - Very limited exceptions
  - Violations on TOMA are misdemeanors punishable by fine and/or jail time
- Contained other proposed changes to the Texas Public Information Act.

#### METES AND BOUNDS DESCRIPTION 0.0481 ACRE OUT OF THE JOHN TAYLOR SURVEY, A-547, MONTGOMERY COUNTY, TEXAS

A tract or parcel of land containing 0.0481 acre (2,096 square feet) located in the John Taylor Survey, Abstract No. 547, Montgomery County, Texas, out of the land owned by The Woodlands Land Development Company, L.P., a Texas Limited Partnership, by virtue of Memorandum of Merger and Ownership dated July 31, 1997 as recorded under Clerk's File No. 9747722 of the Official Public Records of Real Property of Montgomery County (O.P.R.R.P.M.C.), said 0.0481 acre tract being more particularly described by metes and bounds as follows with all control referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at the northeast corner of the herein described tract, lying in the easterly right-of-way line of Grogan's Mill Road, as recorded in Vol. 1081, Page 764 of the Montgomery County Deed Records (M.C.D.R.), having a Texas State Plane Coordinate Value of X = 3115946.3370 (E); Y = 863479.9694 (N), and bearing SOUTH 27 degrees 41 minutes 11 seconds WEST, 7.17 feet from the southwest corner of a 2.6415 acre tract as recorded under Clerk's File Number 99010759 of the O.P.R.R.P.M.C.;

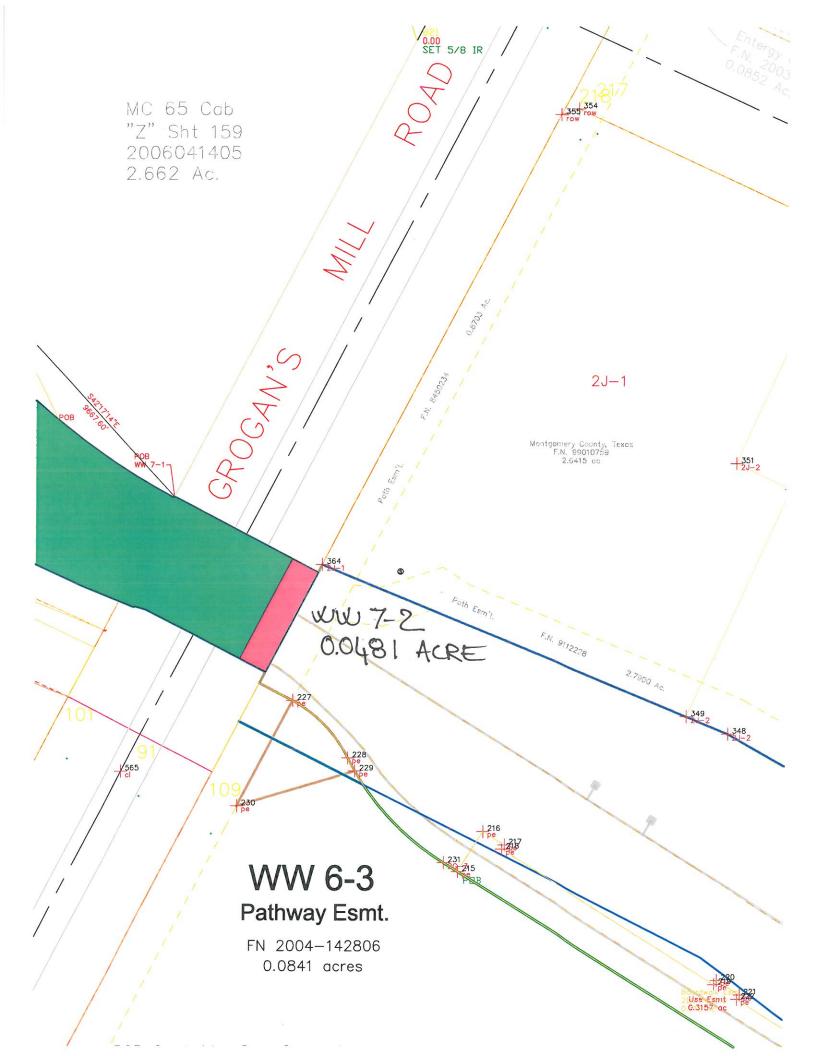
THENCE SOUTH 27 degrees 41 minutes 11 seconds WEST, 89.86 feet along said easterly line of Grogan's Mill Road, to the southeast corner of the herein described tract;

THENCE NORTH 62 degrees 28 minutes 19 seconds WEST, 23.27 feet to the southwest corner of the herein described tract, lying in the westerly line of a tract of land conveyed to The Woodlands Commercial Owners Association, as recorded under Clerk's File Number 2009114534 of the O.P.R.R.P.M.C.;

THENCE NORTH 27 degrees 37 minutes 16 seconds EAST, 89.94 feet along said westerly line of The Woodlands Commercial Owners Association tract, to the northwest corner of the herein described tract;

THENCE SOUTH 62 degrees 17 minutes 10 seconds EAST, 23.37 feet to the POINT OF BEGINNINNG, containing 0.0481 acre (2,096 square feet) of land. This document was prepared from record information only and does not reflect an on the ground survey, and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on March 04, 2013. This document is not to be relied upon as a complete survey and has not been monumented.

The Woodlands - Waterway Parcel WW 7-2



#### METES AND BOUNDS DESCRIPTION 3.628 ACRES OUT OF THE JOHN TAYLOR SURVEY, A-547, MONTGOMERY COUNTY, TEXAS

A tract or parcel of land containing 3.628 acres (158,040 square feet) located in the John Taylor Survey, Abstract No. 547, Montgomery County, Texas, out of the land owned by The Woodlands Land Development Company, L.P., a Texas Limited Partnership, by virtue of Memorandum of Merger and Ownership dated July 31, 1997 as recorded under Clerk's File No. 9747722 of the Official Public Records of Real Property of Montgomery County (O.P.R.R.P.M.C.), said 3.628 acre tract being more particularly described by metes and bounds as follows with all control referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a northerly corner of the herein described tract, lying in the westerly right-of-way line of Grogan's Mill Road, as recorded in Vol. 1081, Page 764 of the Montgomery County Deed Records (M.C.D.R.), having a Texas State Plane Coordinate Value of X = 3115831.2504 (E); Y = 863540.4266 (N), and bearing SOUTH 27 degrees 41 minutes 14 seconds WEST, 412.69 feet from the southeast end of a cut-back corner at the intersection of said westerly line of Grogan's Mill Road and the southerly right-of-way line of Woodloch Forest Drive, as recorded in Vol. 1155, Page 330 of the M.C.D.R.;

THENCE SOUTH 62 degrees 17 minutes 10 seconds EAST, 106.63 feet to an easterly corner of the herein described tract, lying in the westerly line of a tract of land conveyed to The Woodlands Commercial Owners Association, as recorded under Clerk's File Number 2009114534 of the O.P.R.R.P.M.C.;

THENCE SOUTH 27 degrees 37 minutes 16 seconds WEST, 89.94 feet, along said westerly line of The Woodlands Commercial Owners Association tract, to the southeast corner of the herein described tract;

THENCE NORTH 62 degrees 28 minutes 19 seconds WEST, 84.64 feet to a southerly corner of the herein described tract;

THENCE NORTH 73 degrees 18 minutes 26 seconds WEST, 8.95 feet to a southerly corner of the herein described tract;

THENCE SOUTH 63 degrees 08 minutes 23 seconds WEST, 1.18 feet to a southerly corner of the herein described tract;

THENCE NORTH 67 degrees 44 minutes 03 seconds WEST, 44.91 feet to a southerly corner of the herein described tract;

THENCE NORTH 64 degrees 39 minutes 53 seconds WEST, 95.99 feet to a point of curvature and southerly corner of the herein described tract;

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 21 degrees 30 minutes 10 seconds, to a point of compound curvature and southerly corner of the herein described tract, said curve having a radius of 341.05 feet, an arc length of 128.00 feet, and a long chord bearing and distance of NORTH 53 degrees 54 minutes 48 seconds WEST, 127.25 feet;

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 16 degrees 57 minutes 22 seconds, to a southerly corner of the herein described tract, said curve having a radius of 431.00 feet, an arc length of 127.55 feet, and a long chord bearing and distance of NORTH 33 degrees 56 minutes 44 seconds WEST, 127.09 feet;

THENCE NORTH 64 degrees 18 minutes 26 seconds EAST, 18.63 feet to an interior corner of the herein described tract;

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 09 degrees 42 minutes 04 seconds, to a southerly corner of the herein described tract, said curve having a radius of 641.06 feet, an arc length of 108.54 feet, and a long chord bearing and distance of NORTH 24 degrees 31 minutes 45 seconds WEST, 108.41 feet;

THENCE NORTH 19 degrees 28 minutes 22 seconds WEST, 64.94 feet to a point of curvature and southerly corner of the herein described tract;

THENCE NORTHERLY along a curve to the left, through a central angle of 02 degrees 53 minutes 44 seconds, to a point of compound curvature and southerly corner of the herein described tract, said curve having a radius of 2,215.00 feet, an arc length of 111.94 feet, and a long chord bearing and distance of NORTH 21 degrees 44 minutes 04 seconds WEST, 111.93 feet;

THENCE NORTHWESTERLY along a curve to the left, through a central angle of 06 degrees 48 minutes 46 seconds, to a point of compound curvature and southerly corner of the herein described tract, said curve having a radius of 1,800.00 feet, an arc length of 214.03 feet, and a long chord bearing and distance of NORTH 26 degrees 17 minutes 41 seconds WEST, 213.90 feet;

THENCE NORTHWESTERLY along a curve to the left, through a central angle of 06 degrees 37 minutes 13 seconds, to a southerly corner of the herein described tract, said curve having a radius of 1681.22 feet, an arc length of 194.26 feet, and a long chord bearing and distance of NORTH 33 degrees 32 minutes 14 seconds WEST, 194.15 feet;

THENCE NORTH 38 degrees 13 minutes 54 seconds WEST, 128.51 feet to a southerly corner of the herein described tract;

THENCE NORTH 39 degrees 53 minutes 07 seconds WEST, 194.57 feet to a point of curvature and southerly corner of the herein described tract;

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 21 degrees 51 minutes 19 seconds, to a point of reverse curvature and southerly corner of the herein described tract, said curve having a radius of 535.00 feet, an arc length of 204.07 feet, and a long chord bearing and distance of NORTH 32 degrees 31 minutes 37 seconds WEST, 202.84 feet;

THENCE NORTHWESTERLY along a curve to the left, through a central angle of 16 degrees 03 minutes 02 seconds, to a southerly corner of the herein described tract, said curve having a radius of 505.00 feet, an arc length of 141.47 feet, and a long chord bearing and distance of NORTH 30 degrees 12 minutes 34 seconds WEST, 141.01 feet;

THENCE NORTH 41 degrees 21 minutes 27 seconds WEST, 58.27 feet to the west corner of the herein described tract;

THENCE NORTH 34 degrees 27 minutes 10 seconds EAST, 123.01 feet to the northwest corner of the herein described tract, at 7.82 feet passing the southeast corner of a 15.5199 acre tract drainage easement as recorded in Vol. 1146, Page 201 of the M.C.D.R., along the easterly line of said 15.5199 acre tract, at 109.82 feet passing the northeast corner of said 15.5199 acre tract;

THENCE SOUTHEASTERLY along a curve to the right, through a central angle of 05 degrees 16 minutes 56 seconds, to a point of compound curvature and northerly corner of the herein described tract, said curve having a radius of 618.00 feet, an arc length of 56.97 feet, and a long chord bearing and distance of SOUTH 26 degrees 45 minutes 12 seconds EAST, 56.95 feet;

THENCE SOUTHERLY along a curve to the right, through a central angle of 07 degrees 45 minutes 28 seconds, to a point of reverse curvature and northerly corner of the herein described tract, said curve having a radius of 605.00 feet, an arc length of 81.91 feet, and a long chord bearing and distance of SOUTH 18 degrees 53 minutes 19 seconds EAST, 81.85 feet;

THENCE SOUTHEASTERLY along a curve to the left, through a central angle of 13 degrees 35 minutes 11 seconds, to a point of compound curvature and northerly corner of the herein described tract, said curve having a radius of 565.00 feet, an arc length of 133.98 feet, and a long chord bearing and distance of SOUTH 23 degrees 46 minutes 42 seconds EAST, 133.66 feet;

THENCE SOUTHEASTERLY along a curve to the right, through a central angle of 07 degrees 15 minutes 23 seconds, to a northerly corner of the herein described tract, said curve having a radius of 674.00 feet, an arc length of 85.36 feet, and a long chord bearing and distance of SOUTH 33 degrees 16 minutes 18 seconds EAST, 85.30 feet;

THENCE SOUTH 37 degrees 25 minutes 19 seconds EAST, 410.24 feet to a northerly corner of the herein described tract;

THENCE SOUTHEASTERLY along a curve to the right, through a central angle of 20 degrees 07 minutes 07 seconds, to a point of compound curvature and northerly corner of the herein described tract, said curve having a radius of 1056.76 feet, an arc length of 371.07 feet, and a long chord bearing and distance of SOUTH 30 degrees 02 minutes 36 seconds EAST, 369.16 feet;

THENCE SOUTHERLY along a curve to the right, through a central angle of 05 degrees 58 minutes 47 seconds, to an interior corner of the herein described tract, said curve having a radius of 1836.79 feet, an arc length of 191.70 feet, and a long chord bearing and distance of SOUTH 22 degrees 27 minutes 30 seconds EAST, 191.62 feet;

THENCE NORTH 64 degrees 49 minutes 03 seconds EAST, 63.99 feet to a northerly corner of the herein described tract;

THENCE SOUTH 24 degrees 41 minutes 12 seconds EAST, 101.22 feet to a northerly corner of the herein described tract;

THENCE SOUTH 62 degrees 52 minutes 44 seconds WEST, 16.93 feet to an interior corner of the herein described tract;

THENCE SOUTHEASTERLY along a curve to the right, through a central angle of 04 degrees 48 minutes 10 seconds, to a northerly corner of the herein described tract, said curve having a radius of 443.57 feet, an arc length of 37.18 feet, and a long chord bearing and distance of SOUTH 27 degrees 51 minutes 51 seconds EAST, 37.17 feet;

THENCE SOUTH 24 degrees 42 minutes 09 seconds WEST, 2.32 feet to an interior corner of the herein described tract;

THENCE SOUTHEASTERLY along a curve to the left, through a central angle of 31 degrees 41 minutes 45 seconds, to an interior corner of the herein described tract, said curve having a radius of 559.00 feet, an arc length of 309.24 feet, and a long chord bearing and distance of SOUTH 45 degrees 42 minutes 16 seconds EAST, 305.31 feet;

THENCE NORTH 27 degrees 30 minutes 32 seconds EAST, 1.00 foot to the POINT OF BEGINNINNG, containing 3.628 acres (158,040 square feet) of land. This document was prepared from record information only and does not reflect an on the ground survey, and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on February 28, 2013. This document is not to be relied upon as a complete survey and has not been monumented.

The Woodlands - Waterway Parcel WW7-1

